

SERIAL 10015 SS ELECTRONIC DOCUMENT MANAGEMENT SYSTEM MAINTENANCE

DATE OF LAST REVISION: July 12, 2010

CONTRACT END DATE: June 30, 2015

**CONTRACT PERIOD BEGINNING JULY 01, 2010
ENDING JUNE 30, 2015**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC DOCUMENT MANAGEMENT SYSTEM
MAINTENANCE**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Planning & Development Contract C-44-10-145-3-00. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 2068001.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



SOLE SOURCE CONTRACT

SERIAL 10015-SS

This Contract is entered into the 23rd day of June 2010 by and between Maricopa County (County), a political subdivision of the State of Arizona, and Alpha Corp d/b/a SIRE Technologies, a Utah corporation (Contractor) for the purchase of support and maintenance of an electronic document system.

1.0 **TERM:**

- 1.1 This Contract is for a term of FIVE (5) years, beginning on the 1st day of July, 2010 and ending the 30th day of June, 2015.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the term of this Contract for additional terms up to a maximum of FIVE (5) years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 **INVOICES AND PAYMENTS:**

- 2.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - Company name, address and contact
 - County bill-to name and contact information
 - Contract Serial Number
 - County purchase order number
 - Invoice number and date
 - Payment terms
 - Date(s) of service
 - Description of services
 - Pricing per unit of service
 - Extended price
 - Total Amount Due
- 2.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.3 Payment shall be made to the Respondent by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer

(EFT) process. After Award the Respondent may fill-out an EFT Enrollment form located on the Maricopa County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

- 2.4 EFT payments to the routing and account numbers designated by the Respondent will include the details on the specific invoices that the payment covers. The Respondent is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

4.0 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County.

5.0 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

6.0 TERMS & CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.4 Certificates of Insurance.

6.2.4.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 PROCUREMENT CARD ORDERING:

The County may determine to use a MasterCard Procurement Card, to place and/or make payment for orders under the Contract.

6.5 INTERNET COMMUNICATIONS AND ORDERING:

The County may at its option use the Internet to communicate and to place orders under this Contract.

6.6 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Materials Management Department
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003

For Contractor:

SIRE Technologies
Attn: Craig W. Petersen
3676 West California Ave
Unit B100
Salt Lake City, UT 84104

6.7 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

6.8 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.9 TERMINATION FOR DEFAULT:

6.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.9.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.9.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.9.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11 OFFSET FOR DAMAGES:

6.11.1 In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.14 SUBCONTRACTING:

As this is a sole source contract, the Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof.

6.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for County.

6.16 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse County for the services not so adequately supported and documented.

6.17 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.18 ALTERNATIVE DISPUTE RESOLUTION:

6.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the

compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.18.1.1 Render a decision;

6.18.1.2 Notify the parties that the exhibits are available for retrieval; and

6.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.19 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.19.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at [USCIS.GOV](https://uscis.gov).

6.19.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.20.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.20.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.21 AVAILABILITY OF FUNDS:

6.21.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

6.21.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

6.22 CONTRACT COMPLIANCE MONITORING

County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract.

6.22.1 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.22.1.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.22.1.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.22.2 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.22.2.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.22.2.2 Terminate the Contract for default.

6.23 STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

6.24 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.25 RIGHTS IN DATA:

The County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other

party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.26 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.27 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States County Court for the County of Arizona, sitting in Phoenix, Arizona.

6.28 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.29 CONTRACTOR LICENSE REQUIREMENT:

6.29.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

6.29.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.30 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.30.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.30.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.30.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.30.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.30.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.30.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.30.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.31 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, the terms of this Contract shall prevail, except the Contractor's license agreement shall prevail where it pertains to the use of the Contractor's product.

6.32 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

6.32.1 Exhibit A, Pricing

6.32.2 Exhibit B, Software License Agreement

6.32.3 Exhibit C, Maintenance Agreement

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Mike Painter

AUTHORIZED SIGNATURE

Mike Painter CFO

PRINTED NAME AND TITLE

2211 W 2300 S WVC, UT 84119

ADDRESS

6-14-10

DATE

MARICOPA COUNTY

Don Stapley

CHAIRMAN, BOARD OF SUPERVISORS

7.8.10

DATE

ATTESTED:

Ron McCarroll

CLERK OF THE BOARD 062310

7-8-10

DATE

APPROVED AS TO FORM:

David Benton

LEGAL COUNSEL

DATE

June 25 2010

EXHIBIT A

PRICING

SERIAL: 10015-SS
 NIGP CODE: 2068001
 RESPONDENT NAME:
 VENDOR NUMBER :
 ADDRESS:

SIRE Technologies
2211 W 2300 S
West Valley City, UT 84119
801-977-8608
801-977-8775
siretechnologies.com
Danielle Wilcox
dwilcox@siretechnologies.com

P.O. ADDRESS:
 TELEPHONE NUMBER:
 FACSIMILE NUMBER:
 WEB SITE:
 REPRESENTATIVE:
 REPRESENTATIVE E-MAIL:

YES NO REBATE

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:

☒ ☐

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:

☐ ☒

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

☐ ☒ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.

FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

- | | | |
|--------------------------------------|---|---|
| <input type="checkbox"/> NET 10 DAYS | <input type="checkbox"/> NET 45 DAYS | <input type="checkbox"/> 1% 10 DAYS NET 30 DAYS |
| <input type="checkbox"/> NET 15 DAYS | <input checked="" type="checkbox"/> NET 60 DAYS | <input type="checkbox"/> 2% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 20 DAYS | <input type="checkbox"/> NET 90 DAYS | <input type="checkbox"/> 1% 30 DAYS NET 31 DAYS |
| <input type="checkbox"/> NET 30 DAYS | <input type="checkbox"/> 2% 10 DAYS NET 30 DAYS | <input type="checkbox"/> 5% 30 DAYS NET 31 DAYS |

MARICOPA COUNTY AIR QUALITY DEPARTMENT

Item	Part #	Description	Exp. Date	QTY	Amount
415 ASSURANCE		EMAIL TELEPHONE ANNUAL SOFTWARE MAINTENANCE **MAINTENANCE TERM 04/19/2010 THRU 04/18/2011**	4/18/2011	1	\$ 10,200.00
415 ASSURANCE		EMAIL TELEPHONE ANNUAL SOFTWARE MAINTENANCE **MAINTENANCE TERM 04/19/2011 THRU 06/30/2011**	6/30/2011	1	\$ 2,550.00
		TOTAL			\$ 12,750.00

MARICOPA COUNTY PLANNING AND DEVELOPMENT

Item	Part #	Description	Exp. Date	QTY	Amount
415 ASSURANCE	20054	SIRE FILE CENTER SERVER	6/30/2011	201	\$ 24,909.92
415 ASSURANCE	20051	SIRE CLIENT	6/30/2011	201	\$ 6,873.52
415 ASSURANCE	40050	SIRE OCR/FTR	6/30/2011	1	\$ 1,032.75
415 ASSURANCE	25050	SIRE FORMS	6/30/2011	1	\$ 1,146.34
415 ASSURANCE	60052	SIRE WEB CENTER	6/30/2011	50	\$ 4,016.25
415 ASSURANCE	10050	SIRE CAPTURE	6/30/2011	3	\$ 2,062.05
415 ASSURANCE	80051	SIRE FILE LOADER	6/30/2011	1	\$ 1,146.34
415 ASSURANCE		SIRE INTEGRATION TO ACCELA SERVER	6/30/2011	1	\$ 3,748.74
415 ASSURANCE	30555	SIRE API	6/30/2011	1	\$ 3,060.00
		TOTAL			\$ 47,995.91
ALL AMOUNTS ARE FOR 15 MONTHS TO BRING ANNUAL RENEWAL DATE TO JUNE 30, 2011					

EXHIBIT B

SOFTWARE LICENSE AGREEMENT

1) GRANT OF LICENSE

- a) Licensor, and/or third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Software Product.
- b) Licensor grants to Licensee a non-exclusive, non-transferable license to use each Software Product(s), or portions thereof, in Object Code form only, on the Designated CPU. Nothing in this Agreement is intended to transfer to Licensee any rights in said Software Product, except for the right to use as set forth herein.

2) TERMINATION

Upon termination, Licensee shall immediately return the Software Product and all copies thereof to Licensor, and within five (5) days of termination, Licensee shall deliver a written certification to Licensor certifying that it no longer has custody of any copies of the Software Product. In no event shall any action or inaction by Licensor or Licensee constitute a waiver of any rights or remedies provided by law.

3) TITLE The original and any copies of the Software Product, in whole or part, including Licensor-supplies translations, compilations, partial copies, modifications and updates, are the property of Licensor (or with regard to third party software, the property of the third party).

4) DEFAULT In the event that Licensee or Licensor fails to observe or perform any provisions of this Agreement, and if such default is not cured within thirty (30) days after Licensee of Licensor gives the other party written notice thereof, the party not in default may terminate this Agreement upon written notification to the defaulting party. In no event shall an action or inaction by Licensor or Licensee constitute a waiver of any rights or remedies provided by law.

5) COPYING THE SOFTWARE Licensee may make copies of the Software Product in Object Code form only solely for use by Licensee for backup or archival purposes or for placing the Software Product in a form for execution on the Designated CPU. Licensee agrees to maintain records of each copy of the Software Product, and upon request, such record will be provided to Licensor. All copies, or portions thereof, must bear any proprietary notice which may appear on the Software Product copy furnished by Licensor under this Agreement.

6) COPYRIGHT/TRADE SECRET PROTECTION Licensee agrees to place a copyright/trade secret notice in a form specified by Licensor on all copies of the Software Product which have been reproduced by Licensee in accordance with the provisions of Article 6.

7) RIGHT TO BACKUP CPU Licensee may by written notice identify a Backup CPU by manufacturer, model number, serial number and installation site. Licensee shall have the right to transfer the license granted hereunder to such Backup CPU when the Designated CPU is temporarily inoperable.

8) SECURITY Except as may be provided otherwise in this Agreement, Licensee shall not, without the express written consent of Licensor, provide, disclose, or otherwise make available the Software Product, or copies thereof, to any third party. Licensee shall take appropriate action by instruction, agreement, or otherwise with those of its employees and third party agents having access to the Software Product to restrict and control the use, copying, modification, disclosure, transfer, protection, and security of such Software Product in accordance with the provisions of this Agreement.

9) CONFIDENTIALITY Licensee shall keep the Software Product confidential within its own organization. The confidentiality provisions of this Agreement shall continue in effect between the parties regardless of whether or not licensee has returned the Software Product to Licensor. Provided, however, that Licensee's obligations hereunder shall not apply to any Software Product if:

- a. Such Software Product is already in or falls into the public domain through no act or omission on the part of the Licensee, its Directors, Officers, Employees, or Agents; or
- b. Such Software Product shall have been published or hereafter otherwise made available to the public generally by Licensor; or
- c. Licensee obtains such Software Product from a third party in a manner which does not violate any obligations to Licensor.

- 10) PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT** Licensor shall defend, at its expense, and claim or suit brought against Licensee alleging that the Software Product furnished hereunder infringes a United States Patent, Copyright or Trade Secret, and shall pay all damages and attorney fees finally awarded, provided that Licensor is given prompt written notice of such claim, sole authority to defend or settle the claim, and full cooperation by Licensee.

In the defense or settlement of the claim, Licensor may obtain for Licensee, at Licensor's expense, the right to continue using the Software, Product, replace or modify the Software Product so that it becomes non-infringing, or if such remedies are not reasonably available, accept return of the Software Product for a refund on a three-year amortized schedule, providing return of two thirds (2/3) of the license Fee during the first year, and one third (1/3) of the License Fee during the second year, with no monies being returned during the third year.

Licensor shall not have any liability if the alleged infringement is based upon the modification of the Software Product or the use or sale of the Software Product in combination with other software of devices where infringement would not have occurred from the normal use of the Software Product.

- 11) WARRANTY** Licensor warrants that the Software Product delivered pursuant to this Agreement shall conform to Licensor's written specifications. Licensor's obligations under this warranty are limited to making the revisions of replacements in a reasonable period of time to correct deficiencies identified in writing by Licensee within ninety days from the effective date of this Agreement.

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, LICENSOR GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ALPHACORP OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THIS ALPHACORP PRODUCT, EVEN IF ALPHACORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

- 12) RESTRICTIONS ON USE** Licensee may utilize the Software Product to perform its own work and work of its customers. However, Licensee is not granted the right to utilize the Software Product in the capacity of a service bureau. Licensee agrees not to reverse engineer, decompile or otherwise attempt to derive source code from the Software Product.
- 13) MODIFICATIONS** Licensee shall have the right to modify the Software Product, Ownership of such modifications shall vest in Licensee, provided nothing in such modifications incorporates the Licensor's Software Product which shall be subject to all other terms of this Agreement. Licensee will not claim as its property a re-implementation of Licensor's Software Product.
- 14) SEVERABILITY** In the event any term, condition or provision of this Agreement is determined to be void, invalid, illegal or unenforceable, it shall, only to that extent, be deemed stricken, However, all other provisions shall remain and constitute the Agreement between the parties.
- 15) ASSIGNMENT** Except as set forth hereinafter, this Agreement may not be assigned, sublicensed, or otherwise transferred without the prior written consent of Licensor, which consent shall not be unreasonably withheld. This Agreement shall be binding upon any assignee of Licensee.
- 16) LIMITATION OF REMEDY** Licensee agrees that the Licensor's sole liability in contract, tort or otherwise arising out of or in any way connected with each software Product hereunder for damages shall not exceed the License fee paid by Licensee for the particular software Product. In no event shall either party be liable to the other for any indirect or consequential damages.
- 17) CHOICE OF LAW/CHOICE OF FORUM** Both parties hereby agree that, irrespective of the place of making or place of performance of this Maintenance Agreement, this Maintenance Agreement shall be exclusively governed and interpreted according to the laws of the State of Arizona, and further, no action, suit, or proceeding shall be commenced, maintained, or prosecuted other than in the Superior Court sitting in Maricopa County, AZ. Both parties hereby irrevocably consent to the

exclusive venue and jurisdiction of such court and each party represents and warrants that it is and shall be subject to personal jurisdiction in Maricopa County, Arizona.

- 18) EXPORT RESTRICTIONS** Licensee agrees not to transmit the Software Product outside the country of purchase without the prior written approval of Licensor. This Agreement is subject to any laws, regulations, orders. Or other restrictions on the export of the Software from the United States or agencies thereof (including the United States Department of Commerce).

GENERAL

- a.** Licensee and Licensor agree to take reasonable steps to comply with all applicable Local, State and Federal laws and Executive Orders and regulations issued pursuant to thereto.
- b.** This agreement must not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by written Amendment signed by the parties hereto.
- c.** Licensor shall not be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to acts of God or strikes.
- d.** No waiver of any rights caused by breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing.

EXHIBIT C

MAINTENANCE AGREEMENT

- 1) **SERVICE HOURS.** When software is covered by this agreement, the maintenance agreement provides for unlimited telephone software support. If the customer request on site support the customer will be billed at ALPHACORP established service rates plus expenses. ALPHACORP shall provide maintenance service as expeditiously as possible after notice from the Customer that the Product is inoperable. Service may be obtained during maintenance center office hours which are 8:00 AM to 5:00 PM daily (Mountain Time), Monday through Friday, excluding public holidays. Service at times other than during maintenance center hours, shall be furnished upon the Customers request and at ALPHACORP's established charges for labor and travel in effect at the time such service is performed.
- 2) **SERVICE NOTIFICATION.** The Customer shall notify ALPHACORP of suspected Product malfunction, by calling ALPHACORP service and identifying the problem and symptoms. Notification may be made to ALPHACORP via telephone, or fax, at the service numbers listed below. Prior to ALPHACORP dispatching a technician, the Customer may be asked to assist in performing certain simple diagnostic procedures.
- 3) **PARTS COVERED.** ALPHACORP shall replace components of the Product when such replacement is made necessary solely through the normal proper use as determined by ALPHACORP. This replacement excludes operating supplies, such as, but not limited to, paper, toner, ribbons and other expendables. ALPHACORP shall render services solely to the Product listed and shall not be responsible for networks or other facilities to which the Product is connected.
- 4) **SERVICE NUMBERS.**
Telephone: (801) 977-8608
Fax: (801) 977-8775
Email: support@AlphaCorp.com
- 5) **RIGHT TO SUBCONTRACT.** ALPHACORP shall have the right to subcontract maintenance services to any qualified agent.
- 6) **PLACE OF USE.** The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.
- 7) **RISK OF LOSS.** This Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of ALPHACORP, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product. With respect to any loss or damage, ALPHACORP shall submit to the Customer a description of the work to be done and request the Customer's consent to restore the Product to normal operating condition at ALPHACORP's rates. If the Customer does not agree to restore Product to normal operating condition, ALPHACORP shall have the right to terminate its obligations under this Agreement.
- 8) **PERFORMANCE.** ALPHACORP shall exercise its best efforts in performing services covered under this Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation, or other causes beyond its control, or for any consequential damage whatsoever.
- 9) **LIABILITY.** ALPHACORP shall not be responsible, nor incur liability of any kind, nature or description to the Customer, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.
- 10) **ALPHACORP'S LIABILITY.** ALPHACORP shall procure and maintain in full force and effect at all times during the performance of on-site maintenance under this Agreement, Workmen's Compensation Insurance. ALPHACORP personnel shall comply with, all reasonable rules and regulations in effect at the Customer site.

- 11) DEFAULT.** In the event of payment default by the Customer, ALPHACORP shall be entitled to collect interest and collection costs, including court costs and reasonable attorneys fees. In the event of default by the Customer in any term or condition herein, ALPHACORP may, at its option, refuse service or terminate its obligations under this Agreement.
- 12) NOTIFICATION.** Any notice required herein shall be in writing and shall be deemed given if mailed or delivered to the other party at its last known mailing address.
- 13) WAIVER.** This instrument contains the entire Agreement of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.
- 14) LAW AND VENUE.** Both parties hereby agree that, irrespective of the place of making or place of performance of this Maintenance Agreement, this Maintenance Agreement shall be exclusively governed and interpreted according to the laws of the State of Arizona, and further, no action, suit, or proceeding shall be commenced, maintained, or prosecuted other than in the Superior Court sitting in Maricopa County, AZ. Both parties hereby irrevocably consent to the exclusive venue and jurisdiction of such court and each party represents and warrants that it is and shall be subject to personal jurisdiction in Maricopa County, Arizona.
- 15) TAX.** The customer is responsible for any and all tax.
- 16) TELEPHONE SUPPORT.** Technical support includes telephone consultations when the customer has problems or questions that can be resolved over the telephone. The customer has the right to telephone ALPHACORP for technical assistance in using the software.
- 17) SOFTWARE SUPPORT.** The customer will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services when checked are part of the software maintenance agreement: